

**TERMS AND CONDITIONS OF PURCHASE**

1. **APPLICATION.** These Terms and Conditions of Purchase (these “Terms”) apply to the purchase of goods (“Goods”) and/or services (“Services”) by Kodak Alaris Manaus Indústria e Comércio de Material Fotográfico Ltda. (“Purchaser”) from the supplier in the transaction to which these Terms relate (“Supplier”). If there is a written agreement signed by both parties relating to the transaction to which these Terms apply, the terms and conditions of the signed written agreement shall prevail to the extent they are inconsistent with these Terms. Any terms and conditions contained or referred to in any quotations, acknowledgements, confirmation, invoices or other documents issued by Supplier are not applicable, shall in no way modify these Terms or bind Purchaser, and are expressly excluded unless Purchaser has expressly agreed in writing to their inclusion. Shipment of Goods or performance of Services for Purchaser shall be deemed to be acceptance by Supplier of these Terms.

2. **PURCHASE ORDERS.** Purchaser will not be deemed to have accepted any Goods supplied or Services performed unless such Goods or Services have been duly ordered on Purchaser’s standard form of purchase order. The correct purchase order number and applicable item number must appear on all shipping labels, packing lists, bills of lading, freight bills, other shipping documents, invoices and other correspondence. Supplier shall deliver the Goods and perform the Services as described in the purchase order. Any quantity of Goods supplied in excess of the quantity ordered may be returned at Supplier’s expense. Time is of the essence with respect to any delivery dates or schedules identified in a purchase order, and Purchaser may cancel any purchase order immediately upon written notice without liability to Supplier if such delivery dates or schedules are not met. Any change or variation to a purchase order must be authorized in writing by Purchaser or it shall be of no effect.

3. **SHIPMENTS.** Delivery terms shall be as stated in a purchase order and where none are specified, shall be made Incoterms Delivery Duty Paid (DDP) to the address specified on the purchase order. A packing list must be completed for each shipment and attached to the outside of the shipping container. All freight bills must reference the shipments to which they apply. Supplier shall comply with all applicable transportation and logistics requirements of Purchaser, as well as all product specifications and restricted materials declaration requirements. Title and risk of loss passes to Purchaser upon delivery at the address specified on the purchase order. In the event of loss or damage in transit, Supplier shall repair or replace such Goods free of any charge as soon as reasonable possible.

4. **INSPECTION.** Purchaser shall be entitled to inspect and test all Goods and materials for incorporation therein (whether still in the course of manufacture or finished), and Services (whether or not completed), at all reasonable times, and Supplier shall grant access to its premises and all other facilities reasonably required for these purposes at Supplier’s expense. Supplier shall maintain accurate and complete records relating to the design, manufacture and testing of the Goods or the provisions of the Services for purposes of such inspection, and shall permit Purchaser to inspect said records at Purchaser’s request.

5. **INVOICES.** Supplier shall issue invoices on or any time after delivery of Goods or completion of Services, and shall remit all invoices to the address specified on the applicable purchase order. The correct purchase order number and applicable item number must appear for each invoiced item. Invoices not sent in accordance with, or which otherwise do not comply with, the specific instructions contained in these Terms may be rejected by Purchaser, or, when accepted, may result in delayed processing and a corresponding extension of the payment due date without resulting in any breach or penalties whatsoever.

6. **PRICE AND PAYMENT.**

(a) The price of the Goods and Services is the price stated in the applicable purchase order, or, if no price appears thereon, the lower of the price last quoted to Purchaser or the last price published by Supplier for similar goods or services. Such prices include all indirect charges such as packaging, crating, freight, transport, insurance, fee, taxes, duties (other than VAT) or any other carriers’ charges unless separately identified on the applicable purchase order. Such prices are fixed unless otherwise specified, and may not be increased without the prior written consent of Purchaser. Each invoice must indicate the correct price in same units as shown on the applicable purchase order.

(b) Payment terms are Net 60 days from the date of invoice, unless otherwise designated on the applicable purchase order or a signed written agreement. Payment may be withheld in whole or in part on written notice in the event that the Goods or Services are not in accordance with the applicable purchase order or any of the requirements of these Terms are not complied with. Purchaser reserves the right at any time to set off any amount owing to it by Supplier against any amount payable by Purchaser to Supplier. Payments made are without prejudice to Purchaser’s rights under these Terms, the applicable purchase order or otherwise.

7. **CHANGE ORDERS.** Purchaser may at any time, by written instructions and/or drawings issued to Supplier (each, a “Change Order”), order changes to the Goods or Services to be provided hereunder. Supplier shall within 10 days of receipt of a Change Order submit to Purchaser a firm cost and/or performance deadline adjustment proposal for the Change Order. If Purchaser accepts such proposal or Supplier fails to timely provide such proposal, Supplier’s continued performance hereunder shall be subject to the Change Order, the cost proposal (if applicable) and these Terms. Any variation submitted by Supplier shall be of no effect unless it is agreed to and authorized in writing by Purchaser.

8. **COMPLIANCE WITH LAWS, REGULATIONS, STANDARDS AND POLICIES.**

(a) Supplier shall comply with all applicable laws, regulations and standards in force or amended from time to time, including, but not limited to (i) all consumer protection laws relating to the Goods or Services, including the UK Consumer Protection Act 1987 and the European Commission’s Directive on Consumer Rights, and any statutory modifications or re-enactments thereof, and all other relevant legislation and applicable United States, British and European standards and codes of practice in relation to the Goods or Services; (ii) labor laws, including those pertaining to health and safety in the workplace, slavery, forced labor, child labor and/or human trafficking, including the UK Health and Safety at Work Act 1974, the UK Modern Slavery Act 2015 and any other laws, statutes or regulations pertaining to the foregoing in effect in relevant jurisdictions; (iii) environmental protection laws, regulations, standards, codes, ordinances and directives, including obtaining any necessary air and water discharge permits and complying with all applicable waste management and disposal requirements; (iv) all export and import laws of all countries, in each case as applicable to Supplier’s manufacture or distribution of the Goods or performance of the Services; and (v) all applicable policies of Purchaser in force from time to time, including but not limited to those found at <http://legal.kodakalaris.com>.

(b) Supplier shall comply with all requirements and prohibitions of the Foreign Corrupt Practices Act (“FCPA”) of the United States of America, the 2010 Bribery Act of the United Kingdom (the “UK Bribery Act”) and any anti-corruption statute or regulation in effect in relevant jurisdictions (together the “Anti-Corruption Laws”) in force or amended from time to time. Supplier represents that it is familiar, has conducted and as of the date hereof does conduct its business in accordance with all applicable Anti-Corruption Laws.

(c) Supplier shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms and any purchase order.

(d) Supplier shall notify Purchaser and provide full details if at any time it obtains information that any Goods or Services provided may constitute a risk to health and safety of any persons. Supplier shall cooperate with Purchaser in relation to any product recalls or other measures which Purchaser may in its reasonable discretion take to minimize such risks and shall reimburse Purchaser for the cost thereof.

- (e) Supplier shall be responsible for any and all fines, penalties, storage costs or other expenses incurred as a result of failure of any shipment to comply with any applicable labelling requirements shall be the responsibility of Supplier.
- (f) Customs-Trade Partnership Against Terrorism (“C-TPAT”) compliance is applicable if any purchase order involves Goods or materials being exported to or shipped within the United States, either by Supplier or Purchaser. Supplier will maintain membership in or security measures consistent with the requirements of the C-TPAT program. Certificate of membership or documentation that appropriate security measures are being implemented shall be provided to Purchaser upon request. Purchaser and its nominated representatives shall, subject to the reasonable business security requirements of Supplier, have the right to audit Supplier’s compliance with all of its obligations under this paragraph.
- (g) For any materials, goods or components thereof delivered to Purchaser under any purchase order, Supplier shall provide to Purchaser upon demand (i) certificates of origin or other statements regarding place of origin as reasonably required by Purchaser, or as required by applicable rules of origin or other trade policies in effect, and (ii) proof of preferential status, if any, under applicable rules of preferential origin.
- (h) Supplier shall comply with all laws, regulations and rules administered by any governmental authority, agency, regulatory body or other entity exercising regulatory powers or functions, including but not limited to the United Nations Security Council, the United States of America, the United States Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the United States Department of State, the European Union, the United Kingdom, Her Majesty’s Treasury, Hong Kong, the Hong Kong Monetary Authority or other sanctions authority, imposing trade, economic or financial sanctions or trade embargoes (“Economic Sanctions Laws”). Supplier agrees that it shall not, and shall not permit any third parties to, directly or indirectly, participate in any transaction involving: (i) any country, territory or other jurisdiction that is subject to any Economic Sanctions Laws, (ii) any person that is the target or subject of any Economic Sanctions Laws, or (iii) any violation of any Economic Sanctions Laws. Without limiting the generality of the foregoing, Supplier has not and shall not, directly or indirectly, conduct business with any third parties or deal in any materials, goods or components thereof that are located in or derived from any country or other jurisdiction that is subject to, or in any way which is prohibited by, any Economic Sanctions Laws and expressly acknowledges that it shall not, either directly or indirectly, order, trade, sell, otherwise dispose or engage in any economic activity relating to Goods and/or Services hereunder in: (1) Iran; (2) Sudan; (3) North Korea; (4) Syria; (5) Cuba; (6) Belarus; (7) Zimbabwe; (8) Myanmar (Burma); (9) the Crimea and Sevastapol Regions (Ukraine); and (10) the military/defence/energy sectors in Russia.

## 9. WARRANTY.

- (a) Supplier warrants that all Goods hereunder shall (i) be free from defects in workmanship, material and design, (ii) conform to specifications, drawings, samples and other requirements supplied or specified by Purchaser, (iii) be fit for their intended purposes and operate as intended, (iv) be merchantable, (v) be free and clear of all liens, security interests or other encumbrances, (vi) not infringe or misappropriate any third party’s patent or other intellectual property rights, and (vii) not include any software or data which is subject to the terms of an open source license (as defined at <http://www.opensource.org/osd.html>), except to the extent disclosed in writing in advance to Purchaser.
- (b) Supplier further warrants that it shall perform all Services hereunder using personnel of the required skill, experience and qualifications, in a professional and workmanlike manner in accordance with generally recognized industry standards, and shall devote adequate resources to meet its obligations hereunder.
- (c) These warranties shall survive notwithstanding any delivery, inspection, acceptance or payment of or for the Goods or Services by Purchaser.
- (d) In addition to any other rights Purchaser may have, Purchaser may, at its option: (i) either return for a full refund or credit or require repair or replacement of defective or nonconforming Goods, or (ii) require a full refund or re-performance of any Services not satisfactorily performed. If any repair, replacement or re-performance hereunder is not accomplished within a reasonable timeframe, Purchaser may secure a substitute from a third party and charge Supplier the cost thereof. Any re-performance, returns and repairs of defective or nonconforming Goods or Services hereunder shall be made at Supplier’s sole expense. Without prejudice to any other remedy available to Purchaser, at Purchaser’s option, Purchaser may (i) accept such Goods or Services at a reasonably reduced price, or (ii) cancel the applicable purchase order or portion thereof.
- (e) The exercise of any of these rights in respect to part of a purchase order shall not invalidate the remainder of that purchase order or release Supplier from any of its obligations to provide the remainder of the Goods or Services under any purchase order.

**10. RIGHT TO AUDIT; COOPERATION.** As Purchaser deems necessary and upon reasonable prior notice to Supplier, Supplier shall provide Purchaser with access to its facilities, quality procedures, records, employees and regulatory submissions in order to assess Supplier’s performance under and compliance with these Terms. Supplier and its subcontractors, if any, will fully cooperate without delay with Purchaser and/or its security consultants in any investigation regarding fraud and theft with regard to Purchaser property.

**11. INSURANCE.** Supplier shall maintain in force insurance policies sufficient to protect and indemnify Purchaser and its agents and affiliates, including but not limited to workers’ compensation, commercial general liability and errors and omissions policies, or policies similar or comparable to any of the foregoing, in each case with insurers reasonably acceptable to Purchaser and adequate policy limits based on industry standards. Purchaser shall be listed as additional insured under each such policy and the insurer shall have waived all rights of subrogation with regard to Purchaser. Such insurance policies shall require thirty (30) days advance notice to Purchaser prior to termination, expiration or any material change in the policy.

**12. GENERAL INDEMNIFICATION.** Supplier shall, at its cost and expense, unconditionally and fully defend, indemnify and hold harmless Purchaser, its affiliates, successors or assigns, and each of their respective directors, officers, shareholders, agents and employees (collectively, the “Indemnified Parties”) for any and all losses, claims, liabilities, penalties and other costs or expenses, including reasonable attorneys’ fees and other costs of enforcing rights under these Terms (collectively, “Losses”), arising out of, resulting from or occurring in connection with (i) the Goods or Services provided hereunder, (ii) the breach of any of these Terms, (iii) breach of any law, regulation, standard or policy, or (iv) negligence or willful misconduct by Supplier or any of its affiliates, employees, agents or subcontractors, regardless of whether such acts or omissions are outside the scope of employment or engagement with Supplier. Supplier shall not enter into any settlement related to an indemnification claim hereunder without Purchaser’s prior written consent. In case any Losses are imputed to the Indemnified Parties, said Indemnified Parties shall be entitled to request reparation, either judicially or extra judicially, including, but not limited to material damages, loss of profit, and eventual moral damages.

**13. INTELLECTUAL PROPERTY INDEMNIFICATION.** Supplier shall, at its cost and expense, unconditionally and fully defend, indemnify and hold harmless the Indemnified Parties against any and all Losses arising out of or in connection with any claim that an Indemnified Party’s receipt, possession and/or use of the Goods or Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party, including contributory infringement. Supplier shall not enter into any settlement related to an indemnification claim hereunder without Purchaser’s prior written consent. In case any Losses are imputed to the Indemnified Parties, said Indemnified Parties shall be entitled to request reparation, either judicially or extra judicially, including, but not limited to material damages, loss of profit, and eventual moral damages.

**14. DATA PROTECTION.** Supplier shall comply with all applicable data protection and privacy laws in effect from time to time, including but not limited to the UK Data Protection Act (1998), as amended from time to time (the “Data Protection Act”). Where personal data (as defined in the Data Protection Act) is transferred outside the European Economic Area, the Model Contract Clauses shall be adopted.

**15. CONFIDENTIAL INFORMATION.**

(a) All non-public, confidential or proprietary information of Purchaser, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Purchaser to Supplier in connection with these Terms or any purchase order, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” shall be deemed to be confidential, to be used solely for the purpose of performing under these Terms and may not be disclosed or copied unless authorized in advance by Purchaser in writing. Upon Purchaser’s request, Supplier shall promptly return all documents and other materials received from Purchaser. Purchaser shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Supplier at the time of disclosure; (iii) rightfully obtained by Supplier on a non-confidential basis from a third party; or (iv) required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, provided that Supplier shall use all reasonable endeavours to give Purchaser as much written notice of the disclosure as it reasonably can to enable Supplier to seek a protective order or other action protecting such information from disclosure.

(b) Unless otherwise agreed to in a writing signed by Purchaser, any information disclosed to Purchaser by Supplier in connection with these Terms or any purchase order, whether or not labelled to indicate that the contents are of a proprietary or confidential nature, shall be considered as having been disclosed to and received by Purchaser on a non-confidential basis as part of the consideration for any purchase order. Purchaser shall have no legal obligation to Supplier regarding use and/or disclosure of such information, except for obligations arising under patent laws.

**16. TERMINATION.** In addition to any remedies that may be provided under these Terms, Purchaser may terminate these Terms and any purchase order with immediate effect upon written notice to the Supplier at any time, either before or after the acceptance of the Goods or performance of the Services, if Supplier has not performed or complied with any of these Terms, in whole or in part, or if Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Purchaser terminates these Terms or any purchase order for any reason, Supplier’s sole and exclusive remedy is payment for the Goods received and Services accepted prior to the termination.

**17. FORCE MAJEURE.** Neither party shall be held responsible for failure or delay in performance under these Terms to the extent such failure or delay is caused by an event or circumstance that is beyond the reasonable control of the affected party and which by its nature could not have been foreseen or avoided (a “Force Majeure Event”). Supplier’s economic hardship or changes in market conditions are not considered Force Majeure Events. In the case of a Force Majeure Event, the affected party shall use all diligent efforts to end and/or minimize the effect of the failure or delay of its performance. If a Force Majeure Event prevents Supplier from carrying out its obligations under these Terms or any purchase order for a continuous period of more than 10 days, Purchaser may terminate these Terms and any purchase order immediately by giving written notice to Supplier.

**18. MISCELLANEOUS.**

(a) Any notices sent to Purchaser under these Terms or any purchase order shall be sent to the attention of the Legal Department at [legal@kodakalaris.com](mailto:legal@kodakalaris.com).

(b) Provisions of these Terms which by their nature should apply beyond termination or expiration of these Terms or such purchase order will survive and remain in force after any termination or expiration of these Terms or such purchase order.

(c) If any term or provision of these Terms or any purchase order is or becomes invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or any purchase order or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) No waiver by Purchaser of any of the provisions of these Terms or under any purchase order is effective unless explicitly set forth in writing and signed by Purchaser. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms or any purchase order operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under these Terms or any purchase order without the prior written consent of Purchaser. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. Purchaser may at any time assign or transfer any or all of its rights or obligations under these Terms without Supplier’s prior written consent to any affiliate or to any person acquiring all or substantially all of Purchaser’s assets.

(f) These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms or any purchase order.

(g) Purchaser reserves the right to alter or amend these Terms or any special terms generally or for any particular class of Goods or Services by written notice to the Supplier.

(h) The relationship between the parties is that of independent contractors. Nothing contained in these Terms or any purchase order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Supplier shall at all times be responsible for its employees and personnel, and in no case shall Purchaser be deemed an employer or otherwise responsible for Supplier’s employees, staff, agents, or other personnel. If, by chance any expense in this sense is imputed to Purchaser, Purchaser may demand immediate restitution of the amount paid to Supplier, without prejudice of demanding eventual indemnification for losses.

(i) Subject to the terms of any signed written agreement which shall prevail, these Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and extinguish any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

(j) Each party acknowledges to the other that it has not been induced to enter into these Terms by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person.

(k) All matters arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to these Terms shall be brought in the courts located in Monroe County, New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The application of the United Nations Convention for the International Sale of Goods (CISG) is excluded.